



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



May 10, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENTS
BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND LOCAL PUBLIC AGENCIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval of new Supplemental Law Enforcement Services Agreements (Agreements) with local public agencies for the provision of supplemental law enforcement services (Services) by the Department through June 30, 2021.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Supplemental Law Enforcement Services Agreement (Agreement) for the provision of Services in the County to local public agencies for the period from July 1, 2016, through June 30, 2021.
2. Delegate authority to the Sheriff to execute Agreements, substantially similar to the attached Agreement, with various local public agencies, including Federal and State agencies operating in the County, requesting such Services, effective upon execution by the Sheriff through June 30, 2021.
3. Delegate authority to the Sheriff to execute any and all Amendments to the Agreements, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreements is to provide various local public agencies with Services in the County from July 1, 2016 to June 30, 2021. The current agreement expires on June 30, 2016. The approval of this new Agreement will permit the Department to continue to provide Services to each of the local public agencies which have requested, or will request, such Services.

These Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. The Services typically involve the provision of police protection and traffic control by the Department during special events such as parades, marathons, and sporting events, along with as-needed part-time Services to municipalities that are not otherwise a party to the general Municipal Law Enforcement Services Agreement under the Department's contract cities program.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service, and Goal 3, Integrated Services Delivery; maximize opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

None. The local public agencies shall pay the Department for Services in accordance with the appropriate and prevailing billing rates as determined by the Auditor-Controller each fiscal year. The local public agencies are aware that the rates are revised at the beginning of every fiscal year as determined by the Auditor-Controller. The hourly overtime rates are developed by the Auditor-Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements are authorized by Section 56 ½ and/or Section 56 ¾ of the County Charter and/or California Government Code Section 51301. The Agreements allow for the provision of Services by the Department from July 1, 2016 to June 30, 2021. The Agreements may be terminated by either party with 60 calendar days advance written notice. The Agreements provide for the mutual indemnification of the parties.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon approval by the Board, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:RTM:jrl

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING PARTY]**

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EXHIBIT A - SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING PARTY]**

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this ____ day of _____, 2016, by and between the County of Los Angeles ("County") and [CONTRACTING PARTY] ("Public Entity.")

RECITALS

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the supplemental law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such supplemental law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by the provisions of Section 56-1/2 and/or 56-3/4 of the Charter of the County of Los Angeles and/or Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide supplemental law enforcement services to the Public Agency. The classification and approximate numbers of personnel provided by the County shall be determined and mutually agreed upon by the Sheriff's Department and the Public Entity prior to the provision of supplemental law enforcement services, and set forth in an operations plan which shall be attached hereto as an Amendment to

this Agreement and incorporated herein by this reference. The hours of duty performed by County employees will be established and agreed upon in accordance with the requested supplemental law enforcement services.

- 1.2. The request for supplemental law enforcement services shall be a written request on official Public Entity letterhead. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested, and duties and responsibilities associated with the type of service requested.
- 1.3. The request shall be signed by a representative of the Public Entity who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W. Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.4. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the supplemental law enforcement services to be rendered hereunder. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.
- 1.5. If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for supplemental law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.6. Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Public Entity employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof and not to establish an agency relationship, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Public Entity while performing such service for the Public Entity, as long as the service is within the scope of this Agreement and is a Public Entity function.
- 2.6 The Public Entity shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Public Entity. Except as herein otherwise specified, the Public Entity shall not be liable for compensation or indemnity to any County employee or agent of the County for

injury or sickness arising out of his/her employment as a contract employee of the Public Entity.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 Public Entity shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Public Entity's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the Public Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2016 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2021, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to

provide the agreed upon services and still perform other Sheriff's duties as required by law.

- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the Public Entity under this Agreement, the Public Entity shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Supplemental Law Enforcement Services Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate adjustment shall be reflected in a revised Attachment A and attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The billing rates depicted on Exhibit A, Supplemental Law Enforcement Services Rates, are developed and deemed appropriate by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to the Public Entity a summarized invoice which covers all services performed during said month, and

the Public Entity shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Paragraphs 7.1 and 7.2 above.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The Public Entity represents and warrants that the person executing this Agreement for the Public Entity is an authorized agent who has actual authority to bind the Public Entity to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Entity have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the

courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Richard T. Mouwen, Captain
211 W. Temple Street, 7th Floor
Los Angeles, California, 90012

Notices to the Public Entity shall be addressed as follows:

[Contracting Party]
Attn: _____
Address: _____

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Supplemental Law Enforcement Services Rates, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTING PARTY]**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Jim McDonnell, Sheriff

Date _____

[CONTRACTING PARTY]

By _____
[Name, Title]

Date _____

APPROVED AS TO FORM:
MARY WICKHAM
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:

By _____
[Title]

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
"A Tradition of Service"
 Since 1850

SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES

FISCAL YEAR 2016-17

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY*** RATE	LIABILITY @ 3%	TOTAL COST
Deputy Sheriff, Generalist	\$ 72.27	\$ 2.17	\$ 74.44
Deputy Sheriff, Bonus I	\$ 78.55	\$ 2.36	\$ 80.91
Deputy Sheriff, Bonus II	\$ 95.96	\$ 2.88	\$ 98.84
*Deputy Sheriff, Bonus II- SEB/ESD	\$ 101.24	\$ 3.04	\$ 104.28
*Deputy Sheriff, Bonus II- Pilot	\$ 101.24	\$ 3.04	\$ 104.28
Deputy Sheriff, Reserve	\$ 37.76	\$ 1.13	\$ 38.89
Sergeant	\$ 95.23	\$ 2.86	\$ 98.09
*Sergeant- SEB/ESD	\$ 100.47	\$ 3.01	\$ 103.48
**Sergeant- Pilot	\$ 110.94	\$ 3.33	\$ 114.27
Lieutenant	\$ 114.29	\$ 3.43	\$ 117.72
Security Officer	\$ 34.86	\$ 1.05	\$ 35.91
Security Assistant	\$ 22.00	\$ 0.66	\$ 22.66
Custody Assistant (Custody)	\$ 46.14	\$ 1.38	\$ 47.52
Custody Assistant (Patrol)	\$ 48.67	\$ 1.46	\$ 50.13
Community Services Assistant	\$ 27.34	\$ 0.82	\$ 28.16
Parking Control Officer, Supervising	\$ 40.38	\$ 1.21	\$ 41.59
Parking Control Officer, Sheriff	\$ 34.95	\$ 1.05	\$ 36.00
Criminalist	\$ 60.36	\$ 1.81	\$ 62.17
Criminalist, Senior	\$ 81.34	\$ 2.44	\$ 83.78
Criminalist, Supervising	\$ 85.88	\$ 2.58	\$ 88.46
Criminalistics Lab Technician	\$ 40.58	\$ 1.22	\$ 41.80

* Additional Bonus 5.5% / ** Addtl Bonus 16.5%

***The above rates do not include the liability cost at 3%.

Rates are effective July 1, 2016 thru June 30, 2017